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NEGOTIATED CONTRACT

CONTRACT No. [REDACTED]

General Precision Laboratory, Incorporated
63 Bedford Road
Pleasantville, New York

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Contract for: Non-Personal Contract
Technical Services Personnel

Amount: [REDACTED]

Mail Invoices to:

Performance Period/Delivery
12 October 1956 thru 30 June 1957

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.

The Parties hereto agree that the Contractor shall furnish the necessary personnel and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. [REDACTED]. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this contract as of 12 October 1956.

Signatures:

General Precision Laboratory, Incorporated

THE UNITED STATES OF AMERICA

By [REDACTED]

By [REDACTED]

Contracting Officer

Title Exec. Vice President & Gen. Mgr.

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Contract No. [REDACTED]

SCHEDULE

PART I - SERVICES TO BE FURNISHED

a. **GENERAL:** The Contractor shall, during the period set forth in PART III of the SCHEDULE, furnish and supply to the Government non-personal Contract Technical Services (CTS) as defined in Clause 1 of the General Provisions of this contract.

b. **ITEMS OF SERVICES:** The services shall consist generally of (1) maintenance-engineering and operation services, (2) technical assistance to Project activities, and (3) indoctrination and instruction of Project personnel in maintenance, engineering, and operation of the Radan Navigation Systems as furnished the Project under another contract. The service shall be made available to the Government and shall be performed by such personnel at a place, or places, designated by the Government, including a place, or places outside the continental limits of the United States.

c. **ASSIGNMENT OF PERSONNEL:** The assignment of contract technical services personnel to a designated place and the effective date of said assignment will be made by mutual agreement between the parties hereto. The assignment will be substantiated by the execution of an "Agreement of Employment". Said "Agreement of Employment" shall be in accordance with Exhibit "A" which is attached and made a part of this contract. The Contractor shall furnish to the Contracting Officer such copies of the employment contracts entered into as may be required by the Contracting Officer.

d. **TRANSPORTATION:** Transportation provisions are set forth in Clause 21(a) of the General Provisions.

e. **SUPERVISION:** Contract technical services personnel shall at all times be recognized as employees of the Contractor and under his administrative control. However, the Contractor and contractor personnel shall, in the performance of services hereunder, be guided by and comply with the directions and requirements of the Project Base Commander or his authorized representative, under whose authority said services shall be performed in a satisfactory manner.

f. **REPORTS:** Contractor personnel shall keep the Contractor fully informed as to maintenance problems by suitable internal reports. Upon request of the Contracting Officer the Contractor will furnish summary reports regarding maintenance problems to such person(s) as are designated by the Contracting Officer.

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g. PRIVILEGES: Assigned contract technical services personnel will be given certain privileges to the extent authorized other individuals assigned to a Project Base including but not limited to the following:

- (1) Necessary medical and dental care for the Contractor's personnel at no charge to the Contractor in the event that commercial medical or dental facilities are not available to the Contractor's personnel.
- (2) The Government shall supply to the Contractor's personnel performing services under this contract suitable quarters and rations during the time they are required to remain on duty at no cost to the Contractor or the Contractor's personnel. In the event suitable Government quarters and rations are not furnished, Contractor's personnel will be paid a reasonable per diem allowance directly by the Government.
- (3) Provisions concerning vacation, local, sick and emergency leave are set forth in PART II of the Schedule.

h. TRAINING: The Contractor is authorized to furnish not to exceed thirty (30) days of training for contract technical services personnel subject to the following conditions:

- (1) Limited to initial training of newly assigned personnel who are not already sufficiently trained.
- (2) Prior approval of the Contracting Officer or his authorized representative must be specifically obtained.
- (3) The total number of days specified above is the overall period which shall include Saturdays, Sundays, and Holidays.
- (4) No reimbursable training will be authorized prior to the commencement of the contract period of performance.

i. REPLACEMENT OF PERSONNEL: The Contractor shall furnish a contract technical services employee, as mutually agreed upon between the parties hereto, during the vacation or emergency leave period of the regularly assigned employee or if the regularly assigned employee becomes incapacitated, dies or otherwise is unable to complete performance hereunder. Replacement personnel shall be reimbursed at the applicable rate as set forth in PART II.

PART II - CONSIDERATION AND PAYMENT

a. CONTRACT PRICE: The Government shall pay the Contractor, in accordance with Clause 4 of the General Provisions upon satisfactory performance of this contract, and upon the submission of properly certified invoices or vouchers therefor, as full payment for the services to be supplied by the Contractor hereunder, as follows:

25X1A10 (1) RATES FOR SERVICES:



(2) TRANSPORTATION:

Reimbursement for the cost of approved transportation furnished by the Contractor in accordance with the provisions of this contract.

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b. AMOUNT ALLOTTED TO CONTRACT: As of the date of execution of this contract, there has been allotted for it the amount of [REDACTED]. This amount may be increased from time to time by the Government solely at its discretion. If at any time the Contractor has reason to believe that by reason of the performance by it of this contract the amount due to it will exceed the sum allotted to this contract, it shall notify the Contracting Officer to that effect. Notwithstanding any other provision of this contract, the Contractor shall not be obligated to furnish any services pursuant to this contract if, in the best judgment of the Contractor, the cost of such services will exceed the amount then allotted to this contract. The

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Government shall not be obligated to pay the Contractor under this contract any amount in excess of the sum allotted.

e. PROCESSING OF INVOICES FOR PAYMENT: Invoices shall be submitted and processed for payment in accordance with Clause 4 of the General Provisions and the procedure prescribed in document entitled "Assumptions and Understandings Pertaining to Entitlements of Contractor's Personnel and the Method of Handling Financial Obligations of Such Employees at Forward Base of Operations". Said document is on file with the parties hereto and is incorporated herein by reference.

d. TIME COMPUTATIONS FOR PAYMENT PURPOSES: For payment purposes, the time spent in the performance of services hereunder will be determined in accordance with the provisions of Clause 20 of the General Provisions and the provisions of this SCHEDULE. Employees will be subject to the same daily hours of duty as the command to which they are assigned. However, if required, the employees will be subject to duty seven (7) days per week, twenty-four (24) hours per day.

a. VACATION LEAVE: Each contract technical services employee shall be granted four (4) weeks leave only in the United States for each 18 months of employment overseas. The four (4) weeks leave shall be granted at the end of approximately nine (9) months of overseas duty. Of this leave a maximum of two (2) weeks shall be spent at the Contractor's Laboratory for refresher training. The remaining two (2) weeks shall be vacation time. This leave is in addition to vacation accrued by the employee in accordance with standard company policy which leave shall be deferred until completion or termination of employment. In the event employment is extended for a few months after completion of the eighteen (18) month term the employee shall earn vacation leave at the rate of nine (9) hours per full month of service. Reimbursement will be made at the Overseas Services rate specified in Item 3 of PART II (a)(1) hereof while the employee is on the vacation leave provided above.

f. SICK LEAVE: Each contract technical services employee shall be entitled to sick leave benefits in accordance with the plan for sick leave benefits (10 days per year) as presently in effect for salaried employees of the Contractor at its Pleasantville, New York base.

g. LOCAL LEAVE: Each contract technical services employee while outside the continental limits of the United States shall receive eight and one-half (8½) days local leave per month of

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employment. Such local leave will be granted subject to operational requirements at the sole discretion of the Team Supervisor or other person designated by the Contractor. Unused local leave shall accrue to a maximum of thirty (30) days during the 18 month term of employment. Unused local leave remaining on completion of employment will be reimbursed at the man day rate specified in Item 4 of PART II (a)(1)

h. EMERGENCY LEAVE: Emergency leave not to exceed forty-five days may be granted if approved by the Contracting Officer. The company will not be reimbursed by the Government for transportation in connection with emergency leave. Reimbursement will be made at the Overseas Service rate specified in Item 3 of PART II (a)(1) hereof while the individual is on approved emergency leave.

PART III - PERIOD OF PERFORMANCE

a. PERIOD OF PERFORMANCE: The services of the contract technical services personnel called for under PART I of this contract shall be furnished when and as required during the period 12 October 1956 to 30 June 1957.

b. OPTION TO EXTEND SERVICES AT PROVISIONAL RATES: The Government is granted the right and option of renewing or extending this contract for any additional periods of time but not to exceed 30 June 1958. This option to extend the contract will be exercised by a Change Order to this contract. It is understood and agreed that the rates set forth in PART II of this contract shall be considered as interim provisional rates for payment purposes applicable to the period of extension pending the completion of the negotiation of rates which are to be mutually agreed upon for such extended period. Upon completion of negotiations, the rates mutually agreed upon for the additional period will be evidenced by an appropriate Amendment. Failure to agree upon rates shall be deemed to be a dispute concerning a question of fact and shall be disposed of in accordance with the clause entitled "Disputes". Nothing contained herein shall be construed as indicating that the provisional rates to be paid during the extension period are or are not fair and reasonable compensation to the Contractor for services rendered.

PART IV - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the

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requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART V - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VI - CAPTURE AND DETENTION

In the event any Contractor personnel assigned to duty under this contract is found to be missing from his place of employment, whether or not such personnel then actually was engaged in the course of his employment, under circumstances supporting an inference that his absence was due to the action of a hostile force or the force of any power not allied with the United States in a common military effort, or is known to have been taken prisoner, hostage, or otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, the time spent by such personnel during such detention

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(which shall be construed to include the period until such personnel is returned to his place of employment, or to the United States, or death in fact is established by a finding by the Federal Security Administrator (hereinafter referred to as "Administrator") or other Federal body having jurisdiction or by other evidence satisfactory to the Contracting Officer, or death can legally be presumed to have occurred) shall not be considered as time spent in the performance of services hereunder and the Government shall not be obligated to make any payment on account of such personnel except as provided in this paragraph. The Contractor is authorized to and shall enter into agreements with personnel hereunder to pay benefits to the extent not otherwise paid to such personnel in the event of, and during the time spent by such personnel during such detention, as construed above, which will equal the total wage due for such detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Claims for benefits shall be made under applicable law with the Administrator. In the event that the Contractor is obligated by agreements, authorized above, to pay and shall have paid benefits in an amount not paid or payable by the Administrator on account of such detention of such personnel, the Government shall pay to the Contractor, in respect of such personnel during the period of such detention, as construed above, such amount which when added to the amount paid or to be paid in respect of such personnel by the Administrator, whether to the Contractor or otherwise, will equal the total wage due for such period of detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Subject to the availability of funds therefor, the obligation of the Government to make payments provided for by this paragraph shall continue in effect during the period of such detention, as construed above, and shall survive the earlier expiration or termination of this contract.